

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. M078	3. EFFECTIVE DATE October 1, 2004	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Albuquerque Operations Office Management and Operating Contracts Division P.O. Box 5400 Albuquerque, NM 87185-5400		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) BWXT Pantex, LLC Route 726, Mt. Athos Road Lynchburg, VA 24506		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC04-00AL66620 10B. DATED (SEE ITEM 13) July 28, 2000		
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS;
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

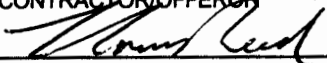
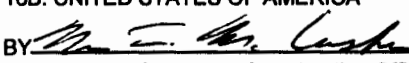
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause B.2, Transition Cost, Estimated Cost, Maximum Available Fee, and Available Fee
	D. OTHER (Specify type of modification and authority):

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See page 2.

Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Thomas Reid Prime Contract Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marc T. McCusker Contracting Officer	
15B. CONTRACTOR/OFFEROR BY  (Signature of person authorized to sign)	15C. DATE SIGNED 10/29/04	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 10/29/04

Part I, Section B, is modified as follows:

- a. Subparagraph B.2 (a)(2) is revised in its entirety to read as follows:

B.2 (a) (2) The Estimated Cost for the specific Contract periods, exclusive of the Contractor's available fee, if any, is set forth below:

<u>Contract Period</u>	<u>Estimated Cost</u>
February 1, 2001 through September 30, 2001	\$218,200,000
October 1, 2001 through September 30, 2002	\$426,264,000
October 1, 2002 through September 30, 2003	\$446,677,000
October 1, 2003 through September 30, 2004	\$496,340,000
October 1, 2004 through September 30, 2005	\$469,009,410

- b. Subparagraph B.2 (b)(6) is revised to add the agreed-upon Available Fee for the Contract period October 1, 2004 through September 30, 2005 as follows:

October 1, 2004 through September 30, 2005	
Award Fee	\$20,880,300
Performance-Based Incentive	<u>\$ 7,260,265</u>
Total	\$28,140,565

In addition, for the Contract period October 1, 2004 through September 30, 2005, BWXT is authorized to assess and invoice (i.e. draw down from their letter-of-credit bank account) for a Fixed Fee of 5.1% of the total estimated cost of Work for Other Projects exclusive of the Fixed Fee.

Further, for the Contract period October 1, 2004 through September 30, 2005, BWXT is authorized to draw down at the end of each month from their letter-of-credit bank account a provisional fee in the amount of \$820,766. For each Performance-Based Incentive milestone completed by BWXT and validated by PXSO during the Contract period, PXSO will authorize BWXT to convert the applicable provisional fee amount to actual earned fee.